

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

MANASICHA BHUMITHANARN, THIPAKORN  
YOOPENSUK, and VUTTINANT  
ASSAVASIRISILP, *individually and on behalf of  
others similarly situated,*

*Plaintiffs,*

*-against-*

22 NOODLE MARKET CORP. (d/b/a OBAO  
NOODLES & BBQ), KANRUTHAI MAKMUANG  
and LUCK WATANASUPARP,

*Defendants.*

14-cv-3624 (DF)

STIPULATION AMENDING  
SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED and agreed, by and between the undersigned attorneys for the parties, pursuant to Paragraph 5 of the agreed-upon Settlement and General Release ("Agreement") in this matter, that the Agreement is modified as follows:

- Paragraph 3 of the agreement shall be amended to read as follows:

"3. Release and Covenant Not To Sue: Plaintiffs hereby irrevocably and unconditionally release from and forever discharge and covenant not to sue Defendants, and for each of them, their heirs, successors, assigns, affiliates, parent organizations, subsidiaries, directors, owners, shareholders, members, agents, attorneys, legal representatives and managers any and all charges, complaints, claims, causes of action, suits, debts, liens, contracts, rights, demands, controversies, losses, costs and or expenses, including legal fees and any other liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected, whether fixed or contingent (hereinafter referred to as "claim" or "claims") which each Plaintiff did or could have asserted in the Complaint. Nothing in this Agreement shall operate to preclude Plaintiffs from enforcing, or shall adversely affect their right or ability to enforce this Agreement. Similarly, Defendants release and discharge Plaintiffs from any and all known claims, and liabilities of any kind that they have, had or claimed to have against Plaintiffs regarding events that have occurred as of the Effective Date of this Agreement.

Plaintiffs hereby affirm that they have been paid and/or have received all leave entitlements (paid or unpaid), compensation, wages for hours worked (including overtime, if applicable), bonuses and/or benefits to which he/she may have been entitled in connection with his/her employment with Defendants, and that other than monetary payments set forth in this Release, no other monies shall be due, become due or paid to them by Defendants."

Date: New York, New York

April 17, 2017



---

Andrea Batres, Esq.

**Bell Law Group, PLLC**

100 Quentin Roosevelt Boulevard

Suite 208

Garden City, New York 11530

Tel: (516) 280-3008

*Attorney for Defendants*



---

Shawn Clark, Esq.

**MICHAEL FAILLACE & ASSOCIATES,  
P.C.**

60 East 42<sup>nd</sup>. St. Suite 2020

New York, NY 10165

Tel.: 212.317.1200

*Attorneys for Plaintiffs*